LAMONICA & BELL

LEGISLATIVE AND ADMINISTRATIVE CONSULTANTS



215 SOUTH MONROE STREET, SUITE 614 TALLAHASSEE, FLORIDA 32301 TELEPHONE (850) 224-8282 FAX (850) 222-4809

Agreement

THIS AGREEMENT is entered into this 5th day of November, 2005 between City of Belleview and Lamonica & Bell hearinafter referred to as "Consultant". City of Belleview agrees to retain the Consultant and the Consultant agrees to provide professional services to City of Belleview, in accordance with the following terms:

- 1. **TERM:** The term of this agreement shall begin on the date the agreement is signed by both parties, and shall terminate October 30, 2006. The City of Belleview shall have the right to extend this contract for additional year(s) by providing consultant with notice of said extension before termination of this contract.
- **COMPENSATION**: The City of Belleview shall pay thirty-six thousand dollars (\$36,000) for services rendered by the Consultant. Payment shall be made as follows: Twelve monthly installments in the amount of three thousand dollars each (\$3,000) beginning in November, 2005.
- 3. SERVICES: The Consultant shall provide legislative lobbying services to City of Belleview and serve as City of Belleview's Consultant. The Consultant shall coordinate consulting activities on City of Belleview's behalf with City of Belleview's designated officers, and keep City of Belleview informed of consulting and lobbying activities undertaken on City of Belleview's behalf. The Consultant shall provide legislative consulting and lobbying services on appropriations issues and other matters considered by the legislature regarding City of Belleview.

- 4. EXTENT OF SERVICES: The Consultant shall devote an appropriate amount of time and attention to City of Belleview's business before the Florida Legislature, Cabinet, and Executive Branch. During the term of this agreement, the Consultant shall not engage in any other business activity which could pose a conflict of interest between its other business activity and the Consultant's representation of City of Belleview regardless of whether or not it is pursued for gain or profit.
- **5. WORKING FACILITIES:** The Consultant shall provide its own office, stenographic help, and other facilities and services.
- **6. EXPENSES:** The consultant will not incur expenses without prior approval by the City of Belleview.
- 7. WAIVER OF BREACH: City of Belleview's waiver of a breach of any provision of this agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of City of Belleview.
- 8. ASSIGNMENT: The Consultant acknowledges that its services are unique and personal. Accordingly, the Consultant may not assign its rights or delegate its duties or obligations under this agreement. City of Belleview's rights and obligations under this agreement shall inure to the benefit of and shall be binding upon City of Belleview's successors and assigns.
- 9. ENTIRE AGREEMENT: This agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
- **10. HEADINGS:** Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. COUNTERPARTS: This agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed as one and the same instrument.

IN WITNESS WHEREOF: The following parties have executed this agreement:

| Patients Eff | MIN |
|--------------|--------------------|
| Patrick Bell | Steve Bairstow |
| Partner | Mayor Commissioner |
| 11-7-05 | 11/02/05 |
| Date | Date |

Attested By:

Sandi McKamey, CMC, CPM